

**R. J. REYNOLDS TOBACCO COMPANY
RETAILER ASSIST PROGRAM**

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following program effective April 1, 1995, for retail accounts below the minimum volume requirements of the RJR Retail Partners program, but meet the following criteria:

PROGRAM ELEMENTS:

- RJR Full Price pack display in prime position.
- RJR Savings Brand pack display(s) in a primary Savings Brand position.

ELEMENT REQUIREMENTS

Full Price Display

- Display must be located at #1 cash register in primary position as determined by an RJR representative.
- Display must be self-service and may not be obstructed from consumer by competitive displays or other products.

Savings Display

- Selected display(s) must be adequate in size to display and promote ALL RJR Savings Brands designated for display by an RJR representative.
- Multiple displays/locations may be used to adequately merchandise RJR Savings Brands, as approved by an RJR representative.
- Retailer will provide RJR pricing capability no less than parity with other tobacco companies.

Other

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RJR reserves the right for final approval of display/advertising types, sizes and locations.

ADDITIONAL REQUIREMENTS

- Retailer further agrees to:
 - Display RJR "Lowest" brands, if applicable
 - Provide RJR accurate volume information
 - Authorize primary and other suppliers to release brand style volume information to RJR.
 - Provide RJR share of available signage (excluding signage on displays/fixtures) equal to RJR Share of Market.
 - Provide RJR share of space equal to RJR share of market on carton merchandisers, if applicable. Minimum acceptable space as determined by an RJR Representative.
 - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
 - Accept new RJR brand styles, as requested.
 - Provide RJR distribution in all price tiers as required.
 - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
- Changes in agreed location of displays/advertising, or effectiveness of location will result termination of this agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

PAYMENT

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period. RJR will pay qualifying retailer \$25 per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

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Request for Taxpayer Identification Number and Certification

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: Corporation ☐ Sole Proprietor ☐ Partnership, Estate, Trust, etc. ☐

Is this a corporation exempt from backup withholding? Yes ☐ No ☐

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name _____ EIN _____
or
Sole Proprietor's Name _____ S.S. No. _____
Sole Proprietor's Business Name _____ EIN _____
or
Partnership, Estate, Trust, etc. _____ EIN _____

Address (Number, street, and apt. or suite number) _____

Address (City, state, and ZIP code) _____

Certification:

Under penalties of perjury, I certify that:

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

Store Name (Please Print) _____ RJR Account No. _____
Street Address _____ RJR Territory No. _____
City/State _____ Zip Code _____
Call Classification _____ Branch (If Chain) _____

Type	# Stores	Monthly Payment	Total Quarterly Dollar Amount
RA	_____	_____	\$ _____
RA	_____	_____	\$ _____
	_____	_____	\$ _____
TOTAL			_____

Date Contract Signed
Retailer's Signature _____
Title _____

Contract Effective Date
R. J. REYNOLDS TOBACCO COMPANY

By:

FUNCTION	CONTRACT TYPE	PLAN	UNITS	RATE	EFFECTIVE MO/YR
A=ADD					
E=END					
D=DELETE					
C=CHANGE					